

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER N4493014R.Q4JAPAN		PAGE 1 OF 99	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N68836-15-R-0001	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LASHAWN S. BROWN				b. TELEPHONE NUMBER (No Collect Calls) 904-542-0631	
8. OFFER DUE DATE/LOCAL TIME 12:00 AM 26 Feb 2015		9. ISSUED BY CODE N68836  NAVSUP FLC JACKSONVILLE ISSOP DIVISION LASHAWN S BROWN 110 YORKTOWN AVE 3RD FLOOR JACKSONVILLE FL 32212-0097  TEL: 904-542-0631 FAX: 904-542-1088		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input checked="" type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: \$25.5M NAICS: 561320		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> 13b. RATING  14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO NAVSUP FLC YOKOSUKA ATTN: C456 ISSOP BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 TEL: 01181-468-16-6398 FAX:		16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR CODE      TEL. FACILITY CODE		18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			



## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	LOGISTIC SUPPORT SERVICES FFP BASE YEAR: SERVICE AREA-NAVSUP FLEET LOGISTICS CENTER YOKOSUKA (FLC YOKOSUKA) OPERATING AREA IAW THE PERFORMANCE WORK STATEMENT (PWS) AND HOURLY BREAKDOWN (See Billing Rate Table). FOB: Destination MILSTRIP: N4493014RQ4JAPAN PURCHASE REQUEST NUMBER: N4493014RQ4JAPAN SIGNAL CODE: A	1	Unit		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	PROVISIONING SUPPORT SERVICES FFP BASE YEAR  FOB: Destination MILSTRIP: N4493014RQ4JAPAN PURCHASE REQUEST NUMBER: N4493014RQ4JAPAN SIGNAL CODE: A		Unit		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	LARGE CLASS SHIPS YOKOSUKA FFP Provisions Loading Support for Large Class Ships in the Yokosuka Area FOB: Destination	95,200	Case		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	SMALL CLASS SHIPS YOKOSUKA FFP Provisions Loading Support for Small Class Ships in the Yokosuka Area FOB: Destination	112,400	Case		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	SUB CLASS YOKOSUKA FFP Provisions Loading Support for Sub Class in the Yokosuka Area FOB: Destination	3,800	Case		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD		125	Quarter Hours		
	DELAYS YOKOSUKA FFP Qualifying delays greater than the first 15 minutes. Each quantity is equal to 15 minutes. FOB: Destination				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE		60,600	Case		
	LARGE CLASS SHIPS SASEBO FFP Provisions Loading Support for Large Class Ships in the Sasebo Area FOB: Destination				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF		22,200	Case		
	SMALL CLASS SHIPS SASEBO FFP Provisions Loading Support for Small Class Ships in the Sasebo Area FOB: Destination				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG	SUB CLASS SASEBO FFP Provisions Loading Support for Sub Class in the Sasebo Area FOB: Destination	2,800	Case		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH	DELAYS SASEBO FFP Qualifying delays greater than the first 15 minutes. Each quantity is equal to 15 minutes. FOB: Destination	50	Quarter Hours		
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0003

Unit

OTHER DIRECT COSTS  
COST

BASE YEAR: ODC expenses (Not to Exceed - NTE) are established under this line item IAW the PWS TASK 19.1. For purchase or rental of material, supplies, or equipment items must be authorized in the task order in order for the costs to be reimbursed by the Government. The NTE amount (\$26,780.00) is the maximum amount reimbursable under this period of performance. ODCs must be approved in advance by the Government. This amount shall be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount.

FOB: Destination  
MILSTRIP: N4493014RQ4JAPAN  
PURCHASE REQUEST NUMBER: N4493014RQ4JAPAN  
SIGNAL CODE: A

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0004

12

Each

MONTHLY CONTRACT STATUS REPORT  
FFP

BASE YEAR:  
NOT SEPARATELY PRICED  
FOB: Destination  
MILSTRIP: N4493014RQ4JAPAN  
PURCHASE REQUEST NUMBER: N4493014RQ4JAPAN  
SIGNAL CODE: A

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005			Unit		

TRAVEL

COST

BASE YEAR: GOVERNMENT TRAVEL EXPENSES ARE ESTABLISHED UNDER THIS LINE ITEM NOT TO EXCEED (\$72,100.00). Travel in OCONUS and CONUS may be required in support of this contract IAW the PWS TASK 19.2. All travel by Contractor personnel must be authorized in the task order prior to travel costs being incurred. Reimbursement will be in accordance with FAR 31.205-46, "Travel Costs". Whenever feasible, the Contractor shall assign personnel in the local area where the work is being performed to reduce travel costs. All official travel shall be in accordance with the Joint Travel Regulations (JTR). Final claims must be submitted within five working days after travel is completed. The (JTR) may be accessed at <http://www.dtic.mil/perdiem/trvlregs.html>.

FOB: Destination

MILSTRIP: N4493014RQ4JAPAN

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		1	Unit		

OPTION

LOGISTIC SUPPORT SERVICES

FFP

OPTION YEAR ONE: SERVICE AREA-NAVSUP FLEET LOGISTICS CENTER YOKOSUKA (FLC YOKOSUKA) OPERATING AREA IAW THE PERFORMANCE WORK STATEMENT (PWS) AND HOURLY BREAKDOWN (See Billing Rate Table).

FOB: Destination

PURCHASE REQUEST NUMBER: N4493014RQ4JAPAN

SIGNAL CODE: A

NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	PROVISIONING SUPPORT SERVICES FFP OPTION YEAR ONE		Unit		
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4493014RQ4JAPAN				
	SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AA OPTION	LARGE CLASS SHIPS YOKOSUKA FFP Provisions Loading Support for Large Class Ships in the Yokosuka Area FOB: Destination	95,200	Case		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AB OPTION	SMALL CLASS SHIPS YOKOSUKA FFP Provisions Loading Support for Small Class Ships in the Yokosuka Area FOB: Destination	112,400	Case		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AC		3,800	Case		
OPTION	SUB CLASS YOKOSUKA FFP Provisions Loading Support for Sub Class in the Yokosuka Area FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AD		125	Quarter Hours		
OPTION	DELAYS YOKOSUKA FFP Qualifying delays greater than the first 15 minutes. Each quantity is equal to 15 minutes. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AE		60,600	Case		
OPTION	LARGE CLASS SHIPS SASEBO FFP Provisions Loading Support for Large Class Ships in the Sasebo Area FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AF		22,200	Case		
OPTION	SMALL CLASS SHIPS SASEBO				
	FFP				
	Provisions Loading Support for Small Class Ships in the Sasebo Area				
	FOB: Destination				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AG		2,800	Case		
OPTION	SUB CLASS SASEBO				
	FFP				
	Provisions Loading Support for Sub Class in the Sasebo Area				
	FOB: Destination				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002AH		50	Quarter Hours		
OPTION	DELAYS SASEBO				
	FFP				
	Qualifying delays greater than the first 15 minutes. Each quantity is equal to 15 minutes.				
	FOB: Destination				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003			Unit		
OPTION	OTHER DIRECT COSTS				
	COST				
	OPTION YEAR ONE: ODC expenses (Not to Exceed - NTE) are established under this line item IAW the PWS TASK 19.1. For purchase or rental of material, supplies, or equipment items must be authorized in the task order in order for the costs to be reimbursed by the Government. The NTE amount (\$26,780.00) is the maximum amount reimbursable under this period of performance. ODCs must be approved in advance by the Government. This amount shall be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4493014RQ4JAPAN				
	SIGNAL CODE: A				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		12	Each		
OPTION	MONTHLY CONTRACT STATUS REPORT				
	FFP				
	OPTION YEAR ONE				
	NOT SEPARATELY PRICED				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4493014RQ4JAPAN				
	SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005			Unit		
OPTION	TRAVEL				

## COST

OPTION YEAR ONE GOVERNMENT TRAVEL EXPENSES ARE

ESTABLISHED UNDER THIS LINE ITEM NOT TO EXCEED (\$75,748.26).

Travel in OCONUS and CONUS may be required in support of this contract IAW the PWS TASK 19.2. All travel by Contractor personnel must be authorized in the task order prior to travel costs being incurred. Reimbursement will be in accordance with FAR 31.205-46, "Travel Costs". Whenever feasible, the Contractor shall assign personnel in the local area where the work is being performed to reduce travel costs. All official travel shall be in accordance with the Joint Travel Regulations (JTR). Final claims must be submitted within five working days after travel is completed. The (JTR) may be accessed at <http://www.dtic.mil/perdiem/trvlregs.html>.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Unit		
OPTION	LOGISTIC SUPPORT SERVICES				

## FFP

OPTION YEAR TWO: SERVICE AREA-NAVSUP FLEET LOGISTICS

CENTER YOKOSUKA (FLC YOKOSUKA) OPERATING AREA IAW THE PERFORMANCE WORK STATEMENT (PWS) AND HOURLY BREAKDOWN (See Billing Rate Table).

FOB: Destination

PURCHASE REQUEST NUMBER: N4493014RQ4JAPAN

SIGNAL CODE: A

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	PROVISIONING SUPPORT SERVICES FFP OPTION YEAR TWO		Unit		
	FOB: Destination PURCHASE REQUEST NUMBER: N4493014RQ4JAPAN SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AA OPTION	LARGE CLASS SHIPS YOKOSUKA FFP Provisions Loading Support for Large Class Ships in the Yokosuka Area FOB: Destination	95,200	Case		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AB OPTION	SMALL CLASS SHIPS YOKOSUKA FFP Provisions Loading Support for Small Class Ships in the Yokosuka Area FOB: Destination	112,400	Case		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AC		3,800	Case		
OPTION	SUB CLASS YOKOSUKA FFP Provisions Loading Support for Sub Class in the Yokosuka Area FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AD		125	Quarter Hours		
OPTION	DELAYS YOKOSUKA FFP Qualifying delays greater than the first 15 minutes. Each quantity is equal to 15 minutes. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AE		60,600	Case		
OPTION	LARGE CLASS SHIPS SASEBO FFP Provisions Loading Support for Large Class Ships in the Sasebo Area FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AF OPTION	SMALL CLASS SHIPS SASEBO FFP Provisions Loading Support for Small Class Ships in the Sasebo Area FOB: Destination	22,200	Case		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AG OPTION	SUB CLASS SASEBO FFP Provisions Loading Support for Sub Class in the Sasebo Area FOB: Destination	2,800	Case		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002AH OPTION	DELAYS SASEBO FFP Qualifying delays greater than the first 15 minutes. Each quantity is equal to 15 minutes. FOB: Destination	50	Quarter Hours		

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 NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003			Unit		
OPTION	OTHER DIRECT COSTS				

## COST

OPTION YEAR TWO: ODC expenses (Not to Exceed - NTE) are established under this line item IAW the PWS TASK 19.1. For purchase or rental of material, supplies, or equipment items must be authorized in the task order in order for the costs to be reimbursed by the Government. The NTE amount (\$26,780.00) is the maximum amount reimbursable under this period of performance. ODCs must be approved in advance by the Government. This amount shall be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount.

FOB: Destination

PURCHASE REQUEST NUMBER: N4493014RQ4JAPAN

SIGNAL CODE: A

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		12	Each		
OPTION	MONTHLY CONTRACT STATUS REPORT				

FFP

OPTION YEAR TWO

NOT SEPARATELY PRICED

FOB: Destination

PURCHASE REQUEST NUMBER: N4493014RQ4JAPAN

SIGNAL CODE: A

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005			Unit		
OPTION	TRAVEL				

## COST

OPTION YEAR TWO: GOVERNMENT TRAVEL EXPENSES ARE ESTABLISHED UNDER THIS LINE ITEM NOT TO EXCEED (\$79,581.12). Travel in OCONUS and CONUS may be required in support of this contract IAW the PWS TASK 19.2. All travel by Contractor personnel must be authorized in the task order prior to travel costs being incurred. Reimbursement will be in accordance with FAR 31.205-46, "Travel Costs". Whenever feasible, the Contractor shall assign personnel in the local area where the work is being performed to reduce travel costs. All official travel shall be in accordance with the Joint Travel Regulations (JTR). Final claims must be submitted within five working days after travel is completed. The (JTR) may be accessed at <http://www.dtic.mil/perdiem/trvlregs.html>.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		1	Unit		
OPTION	LOGISTIC SUPPORT SERVICES				

## FFP

OPTION YEAR THREE SERVICE AREA-NAVSUP FLEET LOGISTICS CENTER YOKOSUKA (FLC YOKOSUKA) OPERATING AREA IAW THE PERFORMANCE WORK STATEMENT (PWS) AND HOURLY BREAKDOWN (See Billing Rate Table).

FOB: Destination

PURCHASE REQUEST NUMBER: N4493014RQ4JAPAN

SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	PROVISIONING SUPPORT SERVICES FFP OPTION YEAR THREE		Unit		
	FOB: Destination PURCHASE REQUEST NUMBER: N4493014RQ4JAPAN SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AA OPTION	LARGE CLASS SHIPS YOKOSUKA FFP Provisions Loading Support for Large Class Ships in the Yokosuka Area FOB: Destination	95,200	Case		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AB OPTION	SMALL CLASS SHIPS YOKOSUKA FFP Provisions Loading Support for Small Class Ships in the Yokosuka Area FOB: Destination	112,400	Case		

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AC		3,800	Case		
OPTION	SUB CLASS YOKOSUKA FFP Provisions Loading Support for Sub Class in the Yokosuka Area FOB: Destination				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AD		125	Quarter Hours		
OPTION	DELAYS YOKOSUKA FFP Qualifying delays greater than the first 15 minutes. Each quantity is equal to 15 minutes FOB: Destination				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AE		60,600	Case		
OPTION	LARGE CLASS SHIPS SASEBO FFP Provisions Loading Support for Large Class Ships in the Sasebo Area FOB: Destination				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AF		22,200			
OPTION	SMALL CLASS SHIPS SASEBO				
	FFP				
	Provisions Loading Support for Small Class Ships in the Sasebo Area				
	FOB: Destination				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AG		2,800	Case		
OPTION	SUB CLASS SASEBO				
	FFP				
	Provisions Loading Support for Sub Class in the Sasebo Area				
	FOB: Destination				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002AH		50	Quarter Hours		
OPTION	DELAYS SASEBO				
	FFP				
	Qualifying delays greater than the first 15 minutes. Each quantity is equal to 15 minutes.				
	FOB: Destination				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003			Unit		
OPTION	OTHER DIRECT COSTS				
	COST				
	OPTION YEAR THREE: ODC expenses (Not to Exceed - NTE) are established under this line item IAW the PWS TASK 19.1. For purchase or rental of material, supplies, or equipment items must be authorized in the task order in order for the costs to be reimbursed by the Government. The NTE amount (\$26,780.00) is the maximum amount reimbursable under this period of performance. ODCs must be approved in advance by the Government. This amount shall be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4493014RQ4JAPAN				
	SIGNAL CODE: A				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		12	Each		
OPTION	MONTHLY CONTRACT STATUS REPORT				
	FFP				
	OPTION YEAR THREE				
	NOT SEPARATELY PRICED				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4493014RQ4JAPAN				
	SIGNAL CODE: A				
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005			Unit		
OPTION	TRAVEL				

## COST

OPTION YEAR THREE: GOVERNMENT TRAVEL EXPENSES ARE ESTABLISHED UNDER THIS LINE ITEM NOT TO EXCEED (\$83,607.93).

Travel in OCONUS and CONUS may be required in support of this contract IAW the PWS TASK 19.2. All travel by Contractor personnel must be authorized in the task order prior to travel costs being incurred. Reimbursement will be in accordance with FAR 31.205-46, "Travel Costs". Whenever feasible, the Contractor shall assign personnel in the local area where the work is being performed to reduce travel costs. All official travel shall be in accordance with the Joint Travel Regulations (JTR). Final claims must be submitted within five working days after travel is completed. The (JTR) may be accessed at <http://www.dtic.mil/perdiem/trvlregs.html>.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		1	Unit		
OPTION	LOGISTIC SUPPORT SERVICES				

## FFP

OPTION YEAR FOUR: SERVICE AREA-NAVSUP FLEET LOGISTICS CENTER YOKOSUKA (FLC YOKOSUKA) OPERATING AREA IAW THE PERFORMANCE WORK STATEMENT (PWS) AND HOURLY BREAKDOWN (See Billing Rate Table).

FOB: Destination

PURCHASE REQUEST NUMBER: N4493014RQ4JAPAN

SIGNAL CODE: A

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	PROVISIONING SUPPORT SERVICES FFP OPTION YEAR FOUR		Unit		
	FOB: Destination PURCHASE REQUEST NUMBER: N4493014RQ4JAPAN SIGNAL CODE: A				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AA OPTION	LARGE CLASS SHIPS YOKOSUKA FFP Provisions Loading Support for Large Class Ships in the Yokosuka Area FOB: Destination	95,200	Case		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AB OPTION	SMALL CLASS SHIPS YOKOSUKA FFP Provisions Loading Support for Small Class Ships in the Yokosuka Area FOB: Destination	112,400	Case		

NET AMT



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AC		3,800	Case		
OPTION	SUB CLASS YOKOSUKA FFP Provisions Loading Support for Sub Class in the Yokosuka Area FOB: Destination				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AD		125	Quarter Hours		
OPTION	DELAYS YOKOSUKA FFP Qualifying delays greater than the first 15 minutes. Each quantity is equal to 15 minutes. FOB: Destination				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AE		60,600	Case		
OPTION	LARGE CLASS SHIPS SASEBO FFP Provisions Loading Support for Large Class Ships in the Sasebo Area FOB: Destination				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AF		22,200	Case		
OPTION	SMALL CLASS SHIPS SASEBO FFP Provisions Loading Support for Small Class Ships in the Sasebo Area FOB: Destination				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AG		2,800	Case		
OPTION	SUB CLASS SASEBO FFP Provisions Loading Support for Sub Class in the Sasebo Area FOB: Destination				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002AH		50	Quarter Hours		
OPTION	DELAYS SASEBO FFP Qualifying delays greater than the first 15 minutes. Each quantity is equal to 15 minutes FOB: Destination				

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003			Unit		
OPTION	OTHER DIRECT COSTS				
	COST				
	OPTION YEAR FOUR: ODC expenses (Not to Exceed- NTE) are established under this line item AW the PWS TASK 19.1. For purchase or rental of material, supplies, or equipment items must be authorized in the task order in order for the costs to be reimbursed by the Government. The NTE amount (\$26,780.00) is the maximum amount reimbursable under this period of performance. ODCs must be approved in advance by the Government. This amount shall be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4493014RQ4JAPAN				
	SIGNAL CODE: A				

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004		12	Each		
OPTION	MONTHLY CONTRACT STATUS REPORT				
	FFP				
	OPTION YEAR FOUR				
	NOT SEPARATELY PRICED				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: N4493014RQ4JAPAN				
	SIGNAL CODE: A				

NET AMT

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005			Unit		

OPTION

TRAVEL

COST

OPTION YEAR FOUR: GOVERNMENT TRAVEL EXPENSES ARE ESTABLISHED UNDER THIS LINE ITEM NOT TO EXCEED (\$87,838.49).

Travel in OCONUS and CONUS may be required in support of this contract IAW the PWS TASK 19.2. All travel by Contractor personnel must be authorized in the task order prior to travel costs being incurred. Reimbursement will be in accordance with FAR 31.205-46, "Travel Costs". Whenever feasible, the Contractor shall assign personnel in the local area where the work is being performed to reduce travel costs. All official travel shall be in accordance with the Joint Travel Regulations (JTR). Final claims must be submitted within five working days after travel is completed. The (JTR) may be accessed at <http://www.dtic.mil/perdiem/trvlregs.html>.

FOB: Destination

ESTIMATED COST

MINIMUM GUARANTEE

As referred to in the Indefinite Quantity clause (FAR 52.216-22), the contract minimum and maximum quantities are as set forth below. The maximum quantity is the total estimated quantity for each item as set forth in the schedule. The maximum quantity shall not be exceeded except as may be provided by formal modification to the contract. A separate task order will be issued to obligate the minimum guarantee.

All task orders will be competed between the three (3) contractors that receive an IDIQ contract.

MINIMUM QUANTITY	MAXIMUM QUANTITY
\$3,000.00	\$10,000,000.00/per year

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0002AC	Destination	Government	Destination	Government
0002AD	Destination	Government	Destination	Government
0002AE	Destination	Government	Destination	Government

[illegible]

4002AH	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAR-2015 TO 31-DEC-2015	N/A	NAVSUP FLC YOKOSUKA ATTN: C456 ISSOP BLDG F-157 PSC 473 BOX 11 FPO AP 96349-1500 01181-468-16-6398 FOB: Destination	N62649
0002	POP 01-MAR-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
0002AA	POP 01-MAR-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
0002AB	POP 01-MAR-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
0002AC	POP 01-MAR-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
0002AD	POP 01-MAR-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
0002AE	POP 01-MAR-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
0002AF	POP 01-MAR-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
0002AG	POP 01-MAR-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
0002AH	POP 01-MAR-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
0003	POP 01-MAR-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649

0004	POP 01-MAR-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
0005	POP 01-MAR-2015 TO 31-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
1001	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
1002	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
1002AA	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
1002AB	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
1002AC	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
1002AD	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
1002AE	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
1002AF	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
1002AG	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
1002AH	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
1003	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
1004	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
1005	POP 01-JAN-2016 TO 31-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
2001	POP 01-JAN-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
2002	POP 01-JAN-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
2002AA	POP 01-JAN-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649

2002AB	POP 01-JAN-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
2002AC	POP 01-JAN-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
2002AD	POP 01-JAN-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
2002AE	POP 01-JAN-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
2002AF	POP 31-JAN-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
2002AG	POP 01-JAN-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
2002AH	POP 01-JAN-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
2003	POP 01-JAN-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
2004	POP 01-JAN-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
2005	POP 01-JAN-2017 TO 31-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
3001	POP 01-JAN-2018 TO 31-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
3002	POP 01-JAN-2018 TO 31-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
3002AA	POP 01-JAN-2018 TO 31-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
3002AB	POP 01-JAN-2018 TO 31-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
3002AC	POP 01-JAN-2018 TO 31-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
3002AD	POP 01-JAN-2018 TO 31-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
3002AE	POP 01-JAN-2018 TO 31-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
3002AF	POP 01-JAN-2018 TO 31-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649



3002AG	POP 01-JAN-2018 TO 31-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
3002AH	POP 01-JAN-2018 TO 31-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
3003	POP 01-JAN-2018 TO 31-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
3004	POP 01-JAN-2018 TO 31-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
3005	POP 01-JAN-2018 TO 31-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
4001	POP 01-JAN-2019 TO 31-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
4002	POP 01-JAN-2019 TO 31-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
4002AA	POP 01-JAN-2019 TO 31-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
4002AB	POP 01-JAN-2019 TO 31-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
4002AC	POP 01-JAN-2019 TO 31-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
4002AD	POP 01-JAN-2019 TO 31-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
4002AE	POP 01-JAN-2019 TO 31-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
4002AF	POP 01-JAN-2019 TO 31-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
4002AG	POP 01-JAN-2019 TO 31-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
4002AH	POP 01-JAN-2019 TO 31-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
4003	POP 01-JAN-2019 TO 31-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
4004	POP 01-JAN-2019 TO 31-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649
4005	POP 01-JAN-2019 TO 31-DEC-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N62649

PERFORMANCE WORK STATEMENT**PERFORMANCE WORK STATEMENT****OCONUS LABOR SUPPORT SERVICES****JAPAN4****1.0 INTRODUCTION**

The purpose of this contract is to provide U.S. Navy and U.S. Marine Corps customers, in the Fleet Logistics Center Yokosuka (FLC-Yokosuka) Japan Operating Area with a responsive, efficient, and reliable means of obtaining temporary contract labor support on an as-needed basis to meet the needs of their operational objectives.

**2.0 BACKGROUND**

The Fleet Logistics Center Jacksonville (FLCJ) has analyzed the types of Contractor services needed by its customers and used this information to initiate this procurement to provide the required services more effectively and efficiently. This requirement, referred to as Japan4, was created through the efforts of industry and customer participation in advance planning, thereby addressing customer needs and industry experience in the development of a strategically sourced contract vehicle. The objective is to allow for economies of scale and improved productivity, while saving overall costs of operations at the same or better customer service levels.

This Contract is for contract labor support Outside the Continental United States (OCONUS) in the following functional areas:

Administrative Support and Clerical Services

Quarters Management Services

Health Services

Information and Arts

Information Technology

Instructional and Training Services

Maritime Material Handling Load and Stow Services

Mechanics and Maintenance and Repair

Plant and System Operation

Engineering/Technical Support

Mobile Equipment Operation

Financial Management

Specialized Technology

Industrial Services

General Services and Support

It is anticipated that this contract will be awarded and individual task order requirements will be issued by Procurement Contracting Officers (PCOs). Task orders will be performance-based and may contain both Cost or Firm Fixed Price (FFP) type CLINS. Cost and FFP task orders may include options for extensions beyond one year.

### **3.0 APPLICABLE DOCUMENTS**

The Contractor shall adhere to the most current version of the following documents in accordance with Section 7.0, Performance Requirements.

- a. OPNAV Instruction 5530.14E, Navy Physical Security and Law Enforcement Program.
- b. DoD 5220.22-M, National Industrial Security Program Operating Manual.
- c. OPNAVINST 5090.1C, Environmental Readiness Program Manual
- d. OPNAVINST 5100.23G, NAVOSH Program Manual.
- e. DoD 8570.01-M, Information Assurance Workforce Improvement Program.
- f. SECNAV M-5510.30, DoN Personnel Security Program Manual.
- g. Publication - NAVSUP P484
- h. Publication - NAVSUP P485
- i. NAVSUP P-486, Food Service Management
- j. NAVSUP P-421, Food Operations Reference Manual
- k. NAVMED P-5010. Manual of Naval Preventive Medicine
- l. Joint Personnel Adjudication System (JPAS)
- m. Defense Security Service - Electronic Fingerprint Capture for Industry of January 2013
- n. Under Secretary of Defense Memorandum - DoD Transition to Electronic Fingerprint Capture and Submission in Support of Background Investigations of July 29, 2013.
- o. NAVSUP P-538, Management of Material Handling Equipment (MHE)
- p. OPNAVINST 4460.1A, Shipboard Mobile Support Equipment (SMSE)

The Federal DoD, Navy, local regulations and policies listed above can be located by visiting the applicable website listed below:

NAVSUPINST <https://nlll.ahf.nmci.navy.mil/cml>

OPNAVINST <http://doni.daps.dla.mil/OPNAV.aspx>

DOD Directives <http://www.dtic.mil/whs/directives>

SECNAVINST <http://doni.daps.dla.mil/SECNAV.aspx>

NAVMED <http://www.med.navy.mil/directives/Pages/Publications.aspx>

NAVSUP P421 <http://www.vssm.org/tor/navsup-p421>

NAVSUP P484 <http://www.vssm.org/tor/navsup-p484>

NAVSUP P485 <http://www.vssm.org/tor/navsup-p485>

NAVSUP P486 <http://www.vssm.org/tor/navsup-p486>

NAVSUP P538 <http://www.vssm.org/tor/navsup-p538>

Additional applicable documents will be identified in the individual task orders.

#### **4.0 ACRONYMS**

AQL	Acceptable Quality Level
CFP	Contractor Furnished Property
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
COR	Contracting Officer's Representative
COSAL	Consolidated Shipboard Allowance List
DGR	Designated Government Representative
DLR	Depot Level Repairable
DMLSS	Defense Medical Logistics Standard Support
DOD	Department of Defense
DODAAC	Department Of Defense Activity Address Code
DOL	Department of Labor
DON	Department of the Navy
DONCAF	Department of the Navy Central Adjudication Facility
DTO	Direct Turn Over
FAD	Facility Access Determination
FAR	Federal Acquisition Regulations
FFP	Firm Fixed Price
FLC	Fleet Logistics Center
FSO	Facility Security Officer

GLS	Global Logistics Support
GPF	Government Property Furnished
IAW	In Accordance With
IT	Information Technology
JPAS	Joint Personnel Adjudication System
JTR	Joint Travel Regulations
NACLS	National Agency Check, Local Agency Check and Local Credit Check
NAVMED	Naval Medical Command
NAVSUP	Naval Supply Systems Command
NSN	National Stock Number
NTE	Not to Exceed
ODC	Other Direct Costs
OPM	Office of Personnel Management
PCL	Personnel Security Clearance
PCO	Procuring Contracting Officer
PII	Personally Identifiable Information
RRAM	Real-time Reutilization Asset Management
SCI	Sensitive Compartmented Information
SECNAV	Secretary of the Navy
SRF-JRMC	Ship Repair Facility Japan Regional Maintenance Center
TA	Technical Assistant
TIMS	Transportation Information Management System
WAWF	Wide Area Work Flow

## **5.0 SCOPE**

The Contractor shall provide all necessary direct labor, supervision, management, and materials and equipment, except material and equipment specified as Government Property Furnished, to meet the performance objectives defined in the performance work statement for each individual task order issued hereunder.

The non-personal services to be provided will include diverse disciplines as described in Section 6.0 as follows:

## **6.0 SUMMARY OF REQUIREMENTS**

**6.1. LABOR SUPPORT SERVICES:** The Contractor shall provide services in the following areas (the following list may not be all inclusive):

- a. Administrative Support and Clerical Services to include Administrative Assistants, Secretaries, Personnel Assistants, Personnel Specialists, and Travel Clerks;
- b. Quarters Management Services to include Housing Referral Assistants;
- c. Health Services to include Administrative Clerks, Medical Records Clerks, Medical Records and Health Information Technicians, Medical and Clinical Laboratory Technologists and Laboratory Technicians;
- d. Information and Arts to include Technical Writers, Library Technicians, Librarians, and Supply Systems Analysts;
- e. Information Technology to include Computer Analysts, Computer Programmers, Computer Specialists, Data Base Programmers and Key Entry Operators;
- f. Instructional and Training Services to include Instructional Technicians;
- g. Maritime Material Handling Load and Stow Services to include General Laborers, Hand Laborers and Material Movers, Riggers, Forklift and Special MULAG Equipment Drivers;
- h. Mechanics and Maintenance and Repair to include General Maintenance and Repair Workers, Heavy Vehicle and Mobile Equipment Service Technicians;
- i. Plant and System Operation to include Environmental Technicians and Specialists and Recycling Workers;
- j. Engineering/Technical Support to include Electronic Technicians;
- k. Mobile Equipment Operators to include Delivery Truck drivers, Heavy and Tractor-Trailer Truck Drivers, and Material Moving Machine Operators;
- l. Financial Management to include, Accounting Clerks;
- m. Specialized Technology to include Electronic Technicians,
- n. Industrial Services to include Electronic Technicians, Industrial Machinery Mechanics and Maintenance Workers, and Heavy Vehicle and Mobile Equipment Service Technicians;
- o. General Services and Support to include Integrated Logistics Specialists, Stock Clerks, Program Analysts, Program Managers, Warehouse Specialists, Supply Technicians, Project Supervisors, Driver Messengers, Janitors, Other Direct Support.

**6.2 PROVISIONING** The Contractor shall perform, coordinate and liaison on-load projects to include scheduling, loading, and stowage for various ships within the Japan Operating Area.

- a. Coordinate and liaison on-load projects to include all phases of provisions load-out operations;
- b. Load/ Stow Subsistence and Supplies;
- c. Offload Commercial and Government vehicles;
- d. Offload, on load, back load and inventory ship repair parts;
- e. Provide Logistics support;
- f. Provide Transportation support to include the use of forklifts and flatbed trucks, and MULAG Diesel conveyor belt vehicles.

(The Japan Operating Area includes ships moored at U.S. Naval Repair Facility and Japan Regional Maintenance Center (SRF-JRMC) Shipyard compound.)

## **7.0 PERIOD OF PERFORMANCE**

Base year: 15 March 2015 – 31 Dec 2015  
Option year 1: 1 January 2016 – 31 Dec 2016  
Option year 2: 1 January 2017 – 31 Dec 2017  
Option year 3: 1 January 2018 – 31 Dec 2018  
Option year 4: 1 January 2019 – 31 Dec 2019

## **8.0 PERFORMANCE REQUIREMENTS**

The Contractor shall provide non-personal temporary labor services in accordance with the basic contract and as required by performance-based task orders. The location and period of performance for each task will be specified in the order.

## **9.0 PERSONNEL CONDUCT**

The Contractor shall be responsible for the selection, assignment, reassignment, transfer, supervision, management, and control of Contractor personnel employed to perform tasks specified herein. The Contractor shall be responsible for the performance and conduct of Contractor and subcontractor employees at all times. Personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering the installation, shall abide by the security regulations listed in the contract and shall be subject to such checks by the Government as deemed necessary. The Contractor shall not employ, for performance under this contract, any person whose employment would result in a conflict of interest with the Government's standards of conduct.

## **10.0 CONTRACTOR RESPONSIBILITIES**

a. The Contractor shall be responsible for the control and supervision of Contractor personnel performing under each task order. This includes Contractor employee leave and timekeeping issues. The Contractor is responsible for properly training its employees to recognize the scope of their duties before they commence work on a task order. Contractor personnel must be qualified to perform the duties of their assigned labor classifications at the beginning of the task order.

b. The Contractor shall be responsible for compliance of employees with all safety regulations while working on a Government site. All accidents which may arise out of, or in connection with, performance of required services that result in injury, death, or property damage shall be reported in writing to the Procuring Contracting Officer (PCO) and cognizant Contracting Officer Representative (COR) within 24 hours of such occurrence. Reports shall cite the applicable task order number and give full details of the accident, including statements from witnesses. These procedures shall also apply to any claim made by a third party against the Contractor as a result of any accident that occurs in connection with performance under this contract.

c. The Contractor shall be responsible for obtaining any certifications and licenses that may be required for performance under this contract.

d. The Contractor shall attend all post award conferences and periodic progress meetings convened by the Contracting Officer or Contracting Officer's Representative. Meeting attendance and resolution of any outstanding issues shall be at no additional cost to the Government.

e. The Contractor shall promptly remove, or deny access to, any Contractor personnel whose conduct is determined by the Contractor or Government site management to be inconsistent with the best interests of the Government. The Contractor shall continue to perform contract services following the removal of, or denial of access to, said personnel.

## **11.0 CONTRACTOR LIABILITY**

During periods when access to Government material is granted, the Contractor shall exercise precautions necessary to prevent loss or damage due to theft, carelessness, vandalism or any misuse. Nevertheless, the Contractor shall be liable for payment of the cost of material damaged or lost while in Contractor custody. The Contractor shall report in writing all cases of loss, damage, or destruction of Government Property Furnished to the COR as soon as such facts become known, or when requested by the COR.

**12.0 WORKING HOURS** These are the anticipated shifts:

a. Work Shifts are as follows:

1st Shift 0500 to 1300

2nd Shift 1300 to 2100

3rd Shift 2100 to 0500

b. Overtime will not be paid until the employee have exceeded the 40 hours per week. Work shall be 8-hour shifts with 30 minutes unpaid lunch, which will include shift work (1st, 2nd, and 3rd shifts), and on weekends. Contractors shall obtain approval of exceptions to the hours of availability from the COR and the PCO. Normally, a workday will consist of eight hours and conform to the customer's work hours. Overtime shall be considered an allowable cost only when authorized in the delivery/task order.

c. 2nd Shift – 2nd Shift is defined as work starting between the hours of 13:00 PM and 21:00 PM. Personnel working overtime from the 1st shift shall not be authorized 2nd shift rates for overtime commencing in the 2nd shift. Second shift rates will not be paid unless specifically authorized in the Task Order.

d. 3rd Shift – 3rd Shift is defined as work starting between the hours of 21:00 PM and 05:00 AM. Personnel working overtime from the 2nd shift shall not be authorized 3rd shift rates for overtime commencing in the 3rd shift. Third shift rates will not be paid unless specifically authorized in the Task Order.

**12.1 SHIFT WORK**

The Contractor shall establish adequate work shifts to provide required service. Approximately 85% of the tasking ordered shall be performed during the first shift, 5% during the second shift and 10% during the third shift. Shifts shall be established per tasking.

**13.0 OVERTIME REQUIREMENTS** (Charged to the ODC CLIN)

a. Overtime is on an as-needed basis ONLY. Overtime is authorized for workload surges, to meet customer project milestones, Hurricane Support, dangerous weather conditions and other Acts of God. Contractor shall provide after hours support for 1st, 2nd and 3rd shifts.

b. The Contractor shall anticipate overtime, as required on a Task Order basis. Overtime will be accomplished outside of normal working hours. Prior authorization for extended hours/overtime shall be obtained from the COR and the PCO.

c. Overtime will not be paid until the employee has exceeded the 40 hours per week. **Contractor shall anticipate 5% of total effort will be accomplished outside of normal working hours.**

**14.0 SECURITY REQUIREMENTS**

Security requirements will be determined by the requiring activity and specified in the individual task orders.

The Contractor shall comply with the latest local security Instructions and the latest version of the OPNAVINST 5530.14E, Ch 1, Series, "Navy Physical Security and Law Enforcement Program," as applicable, and all local security requirements of the work site.



Background Security screening for personnel at commands with a Status of Forces Agreement are determined by local Instructions.

a. Work under this contract and resulting task orders requires access to personally identifiable information (PII) and information protected by the Privacy Act. In addition to the security requirements below, Contractors performing work under this contract and resulting task orders must meet the following criteria: Per SECNAV M5530, all individuals with access to PII or Privacy Act information must be US Citizens. A security clearance is not generally required to perform work under this contract. However, some resulting task orders may require a security clearance.

b. Physical Security (PS) is concerned with physical measures designed to safeguard personnel; to prevent unauthorized access to installations, equipment, materiel, and documents; and to safeguard against espionage, sabotage, damage, and theft. PS involves the total spectrum of procedures, facilities, equipment, and personnel employed to provide a secure environment which include PS of facilities, personnel security, information security, industrial security, and information assurance.

c. Clearance requirements will be specified in the individual task order. For all task orders requiring a security clearance, the Contractor shall provide information to the requesting Command or Commander, Navy Installations Command (CNIC) base security manager necessary to obtain clearances, permits, and security badges which will allow Contractor personnel access to work sites. This shall include any police checks, investigations, or other requirements of the badge issuing activity. Further, the Contractor is responsible for ensuring security badges are promptly returned to the issuing activity upon termination of an employee or completion of a given project. The Contractor shall provide picture identification badges for all employees performing work under the contract. When temporary employees are used for periods of two weeks or less, temporary identification badges without photos may be used. Identification badges shall clearly identify the Contractor's name; the individual's full name and gender; and the employee identification number. Badges shall be worn at all times and clearly displayed while performing work located at a Government facility. Contractor employees' identification badges shall be worn in addition to any security badges or passes required by a host Government activity where work is being performed.

d. Information Assurance. Performance under this contract may require the Contractor to have access to proprietary and/or business sensitive data. The Contractor shall ensure that personnel accessing information systems are properly trained and certified in accordance with DFARS 252.239-7701 and DoD 8570.01-M, "Information Assurance Workforce Improvement Program." Neither the Contractor nor any personnel employed under this contract shall divulge or release data or information developed or obtained under performance of this contract, except to authorize Government personnel or upon written approval of the Contracting Officer. The Contractor shall not use, disclose, or reproduce proprietary data, other than as specified in the task order. Disclosure of proprietary data or information regarding operations and services of the requiring activity to persons not entitled to receive it, in connection with work under this contract, may subject the Contractor, Contractor's agent or employees, to criminal or civil liability.

e. Contractor Access to (Unclassified) Information Systems. Department of Navy (DoN) policy prescribes that all unclassified data at rest that has not been approved for public release and is stored on mobile computing devices shall be treated as sensitive data and encrypted using commercially available encryption technology. A Contractor employee whose work involves access to sensitive unclassified information warrants a judgment of trustworthiness. Therefore, each Contractor employee shall have a favorably completed investigation equivalent to the National Agency Check with Local Credit Checks (NACLC). This investigation must be current within 10 years.

f. Reference is hereby made to Navy awarded contracts requiring Contractor access to Navy sensitive unclassified information or areas critical to the operations of the command. Although these contracts are not classified, Contractor employees are required to have obtained a favorably adjudicated National Agency Check with Local Agency and Credit Checks (NACLC) determination. The Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. Therefore, all personnel must undergo a NACLC to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when determinations will be required on the Contractor employees. The following addresses those requirements for Security.

g. DoN will no longer permit the assignment of non-U.S. citizen Contractor personnel to IT-I and IT-II designated positions. Requests to waive the U.S. citizenship requirement for designated IT-II positions may be submitted through the command Security Manager to CNO (N09N2). IT position designations are incorporated in paragraph 5B-2 of SECNAV M-5510.30.

h. For Contractor personnel who currently have a favorably adjudicated NACLCLC, the Facility Security Officer (FSO) will use the visitor certification program in the Joint Personnel Adjudication System (JPAS) or a Visit Authorization Request (VAR) to provide the individual's investigative information to the Security Manager of the command visited. The Contractor shall include the IT Position Category per SECNAV M-5510.30 for each person designated on a VAR. The VAR will be renewed annually or for the duration of the contract if less than one year. The Contractor shall comply with all applicable DOD security regulations and procedures during the performance of this contract and resulting task orders. Contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, and Government personnel work products that are obtained or generated in the performance of this contract and resulting task orders. Contractor is required to have National Agency Check, Local Agency Check and Local Credit Check (NACLCLC) in accordance with DOD Instruction 8500.2. Local Agency Check and Local Credit Check must be submitted and results received prior to commencement of work.

**A NEGATIVE NACLCLC DETERMINATION WILL RESULT IN IMMEDIATE TERMINATION OF ACCESS TO THE WORKSPACE AND RECORDS. NO FOREIGN NATIONAL WILL BE EMPLOYED ON THIS GOVERNMENT CONTRACT.**

“Each Contractor employee shall comply with the HSPD-12 E-Verify FAR Clause 52.222-54, Employment Eligibility Verification”

“Each Contractor employee shall have a favorably completed National Agency Check with Local Agency and Credit Checks (NACLCLC).”

i. If Contractor personnel currently have a favorably adjudicated NACLCLC, the Contractor shall notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request shall be renewed annually or for the duration of the contract if less than one year. If no previous investigation exists, the Contractor personnel shall complete the requirement for a NACLCLC. The NACLCLC is processed through the requesting command Security Manager. The NACLCLC will be processed through the use of the Electronic Questionnaires for Investigations Processing (e-QIP). Please note: Applicants can only access the e-QIP system if they have been instructed to do so by an appropriate official at sponsoring agency. Individuals cannot pre-apply for a security clearance, nor update their security questionnaire, unless granted access by an appropriate agency official. Investigative requirements for DON Contractor personnel requiring access to classified information are managed under the National Industrial Security Program (NISP). Requests for investigation of Contractor personnel for security clearance eligibility are processed by the Office of Personnel Management (OPM) and adjudicated by Defense Industrial Security Clearance Office (DISCO). When Sensitive Compartmented Information (SCI) access is at issue, the Department of the Navy Central Adjudication Facility (DONCAF) is the adjudicative authority for all DON Contractor personnel requiring SCI access eligibility. The e-QIP software can be accessed at the OPM website <http://www.opm.gov/e-qip/index.asp> or <http://www.dss.mil>. The Contractor should provide the completed PSQ for verification or a completed SF-86 to the requesting Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). Applicants can obtain an SF-86 by visiting the OPM website located at: <http://www.opm.gov/forms/html/sf.asp>. The responsibility for providing the fingerprint cards rests with the Contractor. The Contractor Facility Security Officer/Manager (FSO) will review the form for completeness, accuracy and suitability issues. The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the determination. The requesting command will provide written notification to the Contractor advising whether or not the Contractor employee will be admitted to unclassified but sensitive command areas or be provided access to unclassified but sensitive business information. Determinations are the sole prerogative of the commanding officer of the sponsor activity in cases where derogatory information is uncovered. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an

unacceptable risk, that decision is final. No due process procedures are required. The Contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

"ALL AUTHORIZED USERS OF DOD INFORMATION SYSTEMS SHALL RECEIVE INITIAL CYBER SECURITY TRAINING/INFORMATION ASSURANCE AWARENESS ORIENTATION AS A CONDITION OF ACCESS AND THEREAFTER MUST COMPLETE ANNUAL IA REFRESHER AWARENESS TRAINING TO MAINTAIN AN ACTIVE USER ACCOUNT."

j. Procedures for Completing the Electronic Version of the SF 86. The electronic version of the SF 86 shall be completed jointly by the employee and the FSO or an equivalent Contractor employee(s) who has (have) been specifically designated by the Contractor to review an employee's SF 86.

(1) The FSO or designee shall inform the employee that the SF 86 is subject to review and shall review the application solely to determine its adequacy and to ensure that necessary information has not been omitted. The FSO or designee shall provide the employee with written notification that review of the information is for adequacy and completeness, information will be used for no other purpose within the company, and that the information provided by the employee is protected by reference (m). The FSO or designee shall not share information from the employee's SF 86 within the company and shall not use the information for any purpose other than determining the adequacy and completeness of the SF 86.

(2) The FSO or designee shall ensure that the applicant's fingerprints are authentic, legible, and complete to avoid subsequent clearance processing delays. The FSO or designee shall retain an original, signed copy of the SF 86, the Authorization for Release of Information and Records, and Authorization for Release of Medical Information until the clearance process has been completed. The FSO or designee shall maintain the retained documentation in such a manner that the confidentiality of the documents is preserved and protected against access by anyone within the company other than the FSO or designee. When the applicant's eligibility for access to classified information has been granted or denied, the retained documentation shall be destroyed.

(3) Upon receiving a favorable adjudication, the Contractor FSO must submit to the Navy Command's Security Manager a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The Contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

k. Verification of U.S. Citizenship. The Contractor shall require each applicant for a Personnel Security Clearance (PCL) who claims U.S. citizenship to produce evidence of citizenship. Contractors who are not U.S. citizens or are dual citizens with another country will not be eligible for employment.

#### Acceptable Proof of Citizenship

(1) For individuals born in the United States, a birth certificate is the primary and preferred means of citizenship verification. Acceptable certificates must show that the birth record was filed shortly after birth and it must be certified with the registrar's signature. It must bear the raised, impressed, or multicolored seal of the registrar's office. The only exception is if a State or other jurisdiction does not issue such seals as a matter of policy. Uncertified copies of birth certificates are not acceptable. A delayed birth certificate is one created when a record was filed more than one year after the date of birth. Such a certificate is acceptable if it shows that the report of birth was supported by acceptable secondary evidence of birth. Secondary evidence may include: baptismal or circumcision certificates, hospital birth records, or affidavits of persons having personal knowledge about the facts of birth. Other documentary evidence can be early census, school, or family bible records, newspaper files, or insurance papers. All documents submitted as evidence of birth in the U.S. shall be original or certified documents.

(2) If the individual claims citizenship by naturalization, a certificate of naturalization is acceptable proof of citizenship.

(3) If citizenship was acquired by birth abroad to a U.S. citizen parent or parents, the following are acceptable evidence: Acceptable certificates must show that the birth record was filed shortly after birth and it must be certified with the registrar's signature. It must bear the raised, impressed, or multicolored seal of the registrar's office. The only exception is if a Country or other jurisdiction does not issue such seals as a matter of policy. Uncertified copies of birth certificates are not acceptable. A delayed birth certificate is one created when a record was filed more than one year after the date of birth. Such a certificate is acceptable if it shows that the report of birth was supported by acceptable secondary evidence of birth. Secondary evidence may include: baptismal or circumcision certificates, hospital birth records, or affidavits of persons having personal knowledge about the facts of birth. Other documentary evidence can be early census, school, or family bible records, newspaper files, or insurance papers. All documents submitted as evidence of birth abroad shall be original or certified documents.

(A) If Citizenship is from the Island of Puerto Rico; see Puerto Rico Birth Certificates Law 191 of 2009, at web site <http://www.prfaa.com/birthcertificates/>.

(B) A Certificate of Citizenship issued by the Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) or its predecessor organization.

(C) A Report of Birth Abroad of a Citizen of the United States of America

(D) A Certificate of Birth.

(4) A passport, current or expired, is acceptable proof of citizenship.

(5) A Record of Military Processing-Armed Forces of the United States (DD Form 1966) is acceptable proof of citizenship, provided it reflects U.S. citizenship.

## **15.0 NAVY COMMERCIAL ACCESS CONTROL**

Navy Commercial Access Control is not currently available in Japan as of this date. Once it is available, the Contractor will be required to adhere to the process.

Commander, Navy Installations Command (CNIC), has established the Navy Commercial Access Control System (NCACS), a standardized process for granting unescorted access privileges to vendors, Contractors, suppliers, and service providers not otherwise entitled to the issuance of a Common Access Card (CAC) who seek access to and can provide justification to enter Navy installations and facilities. Visiting vendors may obtain daily passes directly from the individual Navy Installations by submitting identification credentials for verification and undergoing a criminal screening/ background check. Alternatively, if the vendor so chooses, it may voluntarily elect to obtain long-term credentials through enrollment, registration, background vetting, screening, issuance of credentials, and electronic validation of credentials at the vendor's own cost through a designated independent Contractor NCACS service provider. Credentials will be issued every five years and access privileges will be reviewed/renewed on an annual basis. The costs incurred to obtain Navy Installation access of any kind are not reimbursable, and the price(s) paid for obtaining long-term NCACS credentials will not be approved as a direct cost of this contract. Further information regarding NCACS can be found under "Popular Links" at [http://cnic.navy.mil/CNIC\\_HQ\\_Site/index.htm](http://cnic.navy.mil/CNIC_HQ_Site/index.htm).

## **16.0 GOVERNMENT PROPERTY FURNISHED**

The work under this contract is located at a Government site or installation. In accordance with DFARS PGI 245.102-70(2) property that is incidental to the place of performance; such as when the contract requires contractor personnel to be located on a Government site or installation where the use of Government-provided office space and equipment, e.g., chairs, telephones, and computers, is standard practice will be made available and used by contractor personnel. The contractor shall maintain the assigned office space(s) in a neat and orderly manner. Contractor shall only use Government-provided items to accomplish the tasks required under this contract. Personal or company use of phones, utilities, computers, printers, copiers, etc., not directly related to required services is

strictly prohibited. Contractor shall not remove any Government-provided items from the worksite without the express written permission of the Contracting Officer's Representative or his/her designated representative.

a. DoD, Navy, and Standard Forms; catalogs; manuals; instructions; publications/ microfiche material identification data; directives; and other related Government documentation the Government deems necessary for contract performance. At the Government's discretion, the data may be provided to the Contractor in CD ROM format.

b. Distribution, inventory, validation, and other documentation specified in individual task orders; specifications and blueprints; microfilm, microfiche readers, and microcomputers (when information is provided in CD ROM format); and work spaces and work desks/tables for performance of task order functions at a Government site. Workspaces will be provided for workers whose effort is ordered on individual task orders and for site managers whose effort is required at a Government site. Contractor management personnel not providing direct support to the Government will not be provided with a designated work space or associated support equipment.

c. Utilities, equipment, and normal operating supplies in Government-provided workspaces. Telephone services (local and long distance) will be provided for those task orders that require telephone access for the performance of the task.

d. Fire prevention and protection normal to the Government-provided workspaces.

e. Police protection and external security normal to Government-provided workspaces.

f. Cranes, trucks, forklifts, pallet jacks, and other required material handling equipment, including fuel and any required documentation to operate equipment.

g. Bar-coding equipment for material processing.

h. Any other property specified in the task order as Government Property Furnished or Contractor-acquired property.

#### **16.1 ANTICIPATED MATERIAL REQUIREMENTS TO BE PROVIDED BY THE GOVERNMENT FOR PROVISIONING REQUIREMENTS**

2 ea – 4K lbs forklifts with pneumatic tires.

1 ea – 5-Ton stake truck

Fuel – Gasoline & Propane

Tri-Walls

Bread Boxes (18" x 12" x 10")

Bubble wrap

Banding

Pallets (40" x 48")

Markers

Various plastic bags

Tape

#### **17.0 ANTICIPATED MATERIAL REQUIREMENTS TO BE PROVIDED BY THE CONTRACTOR FOR PROVISIONING REQUIREMENTS**

Vehicle Insurance

Long Shoreman Insurance

Replacement Personal Protective Equipment and Safety Gear

## **18.0 CONTRACTOR PROVIDED MATERIAL, SUPPLIES AND EQUIPMENT**

The Contractor shall provide the following as required by efforts under individual task orders.

- a. For the labor classification of General Maintenance Worker, the Contractor shall furnish hand and power tools valued at three hundred dollars or less that are required for performance of a task order. Hand and power tools costing three hundred dollars or less are considered to be general purpose equipment and not specific to use only under this contract.
- b. When required by local or federal regulations, site personnel shall wear safety glasses, safety shoes, hard hats, and earplugs furnished by the Contractor.
- c. Individual task orders may require the Contractor to provide material, supplies, or equipment that are not available from the Government. For FFP orders, the associated costs shall be included in the total price proposed for the order. The purchase or rental of material, supplies, or equipment must be authorized in the task order in order for the costs to be reimbursed by the Government.
- d. The Contractor is responsible for providing information to the Government facility representative necessary to obtain clearances, permits, and security badges which will allow Contractor personnel access to work sites. This shall include any police checks or other requirements of the badge issuing activity. Further, the Contractor is responsible for ensuring security badges are promptly returned to the issuing activity upon termination of an employee or completion of a given project. The Contractor will be issued security badges and operation permits after clearance has been granted to access the base.

## **19.0 EXPENSES**

### **19.1 OTHER DIRECT COSTS (ODC)**

ODC expenses (Not to Exceed - NTE) are established under this contract. The NTE amount is the maximum amount reimbursable under this contract. ODCs must be approved in advance by the Government. This amount shall be exceeded at the Contractor's own risk and the Government will not be liable for costs incurred above the funded amount.

Estimated NTE Amounts: Base Year \$26,780.00

Option Year One \$28,135.07

Option Year Two \$29,558.70

Option Year Three \$31,054.37

Option Year Four \$32,625.72

### **19.2 TRAVEL**

Travel in OCONUS and CONUS may be required in support of this contract. All travel by Contractor personnel must be authorized in the task order prior to travel costs being incurred. Reimbursement will be in accordance with FAR 31.205-46, "Travel Costs". Whenever feasible, the Contractor shall assign personnel in the local area where the work is being performed to reduce travel costs. All official travel shall be in accordance with the Joint Travel

Regulations (JTR). Final claims must be submitted within five working days after travel is completed. The (JTR) may be accessed at <http://www.dtic.mil/perdiem/trvlregs.html>.

Estimated NTE Amounts: Base Year \$72,100.00

Option Year One \$ 75,748.26

Option Year Two \$79,581.12

Option Year Three \$83,607.93

Option Year Four \$87,838.49

**No local travel will be reimbursed. Travel outside the local operating area will be identified on each individual Task Order.**

**No travel shall be conducted without prior approval from the COR or PCO.**

## **20.0 PERFORMANCE REQUIREMENTS SUMMARY.**

Contractor performance objectives are summarized in the following table. Additional performance requirements may be added for individual task orders.

PERFORMANCE ELEMENT	PERFORMANCE REQUIREMENT	SURVEILLANCE METHOD	ACCEPTABLE QUALITY LEVEL	INCENTIVES/ DISINCENTIVES
Personnel	Qualified staff provided within the timeframes specified in the task orders.	Verification by the COR	Greater than 95% of the task order start dates are met by staff qualified to meet the specified task objectives.	Past performance will be considered in determining future task order awards.
Contract Deliverables	Contract deliverables furnished as prescribed in the PWS, CDRLs, and task orders.	Verification by the COR	Greater than 95% of deliverables submitted timely and without rework required.	Past performance will be considered in determining future task order awards.
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual performance report.	Assessment by the COR	All performance elements rated Satisfactory (or higher).	Past performance will be considered in determining future task order awards.
Invoices	Invoices in accordance with contract procedures are timely and accurate.	Review and acceptance of the invoice	100% of the invoices are timely and accurate.	Past performance will be considered in determining future task order awards.

## **21.0 NON PERSONAL SERVICES.**

This contract is a "non-personal services contract" as defined in FAR 37.101. It is, therefore, understood and agreed that the Contractor and/or the Contractor's employees and subcontractors: (1) shall perform the services specified herein as independent Contractors, not as employees of the Government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any Government employee with respect to the manner or method of performance of the services specified; but (4) shall, pursuant to the Government's right and obligation to inspect, accept, or reject the work, comply with such general direction of the Contracting Officer, or the duly authorized representative of the Contracting Officer, as is necessary to ensure accomplishment of the contract objectives.

## **22.0 DELIVERABLES**

**22.1** Management/Quality Assurance Plan (QAP): The Contractor shall ensure quality service is maintained to perform services throughout the life of the contract and methods for improving the overall quality are also employed. The final Government approved plan shall be submitted within five working days of contract start date. The plan shall discuss the Contractor's overall approach and procedures for evaluating each of the major service areas contained in the PWS, to include communicating with the Government, resolving deficiencies, identifying potential improvements, and managing day to day operations. As part of the management/QAP, the Contractor may conduct internal Quality Control (QC) inspections. Results of any Contractor internal QC inspections and corrective actions taken shall be made available to the Government for review throughout the performance of this PWS. The Government may periodically require the Contractor to update/revise the management/QAP to ensure quality service is maintained throughout the life of the contract.

**22.2** Monthly Status Report: The Contractor shall submit a monthly status report to the COR, with a copy to the PCO, no later than the 10<sup>th</sup> working day of the following month that includes information as follows for all task orders awarded to date:

- For Provisioning Task Orders - The Contractor shall provide a daily log of provision loading activity to the COR with a copy to the PCO. The Government will provide one computer workstation with Microsoft Excel 2003 or later for each work site. Provision load, monthly and daily sample report documents will be provided to the contractor at time of award. Report is due by the 10th day of each month. The following data elements are mandatory:

- 1-number of pallets
- 2-number of cases
- 3-number of trucks/deliveries
- 4-name and hull number of ship serviced
- 5-cancellation of loads
- 6-number of minutes downtime and reason for downtime
- 7-Contractor wait-time
- 8-hours expended per load-out
- 9-number and listing of employees involved in actual load-out and actual load time
- 10-material wait time (time material staged on pier waiting load-out team)
- 11-rescheduled deliveries
- 12-total hours expended for ship per delivery



13-total time expended arranging storerooms

### **23.0 NMCARS 5237.102(90) Enterprise-wide Contractor Manpower Reporting Application (ECMRA)**

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the FLC Yokosuka, Japan Operating Area via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>

### **24.0 TECHNICAL POINT OF CONTACT AND INSPECTION AND ACCEPTANCE:**

The Contracting Officer's Technical Assistants under this Task Order and the person responsible for performing inspection and acceptance of the Contractor's performance at the destination) will be identified on individual task orders.

22.1 Technical Assistant: Will be assigned on Individual Task Orders

Voice Phone:

Fax Phone:

E-mail:

22.2 COR: To be completed at time of award

Voice Phone:

E-mail:

22.3 ACOR: To be completed at time of award

Voice Phone:

E-mail:

### **CLAUSES INCORPORATED BY REFERENCE**

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-17	Contractor Employee Whistleblower Rights and Requirement	SEP 2013
	To Inform Employees of Whistleblower Rights	
52.204-2	Security Requirements	AUG 1996
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	JUL 2013
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2014

52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.245-1	Government Property	APR 2012
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7004 Alt A	System for Award Management Alternate A	MAY 2013
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7023	Transportation of Supplies by Sea	JUN 2013

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification,

in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.212-1 INSTRUCTIONS TO CONTRACTORS--COMMERCIAL ITEMS (JULY 2013)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Contractors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Contractors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with Contractors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for

quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

(i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Contractors may obtain information on registration and annual confirmation requirements via the SAM

database accessed through <https://www.acquisition.gov>.

(l) Debriefing. If a post-award debriefing is given to requesting Contractors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all Contractors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

The Government intends to award without discussions a Single Hybrid Requirements contract with Firm Fixed-Price and Cost CLINs for the Japan Strategic Sourcing acquisition for non-personal temporary support services. The Japan Strategic Sourcing acquisition for non-personal services includes: Administrative Support and Clerical Services, Quarters Management, Health Services, Information and Arts, Information Technology, Instructional and Training Services, Mechanics and Maintenance and Repair, Plant and System Operation, Engineering/Technical Support, Mobile Equipment Operation, Financial Management, Specialized Technology, Industrial Services, and General Services and Support. The Contractors shall provide all the necessary direct labor, supervision, management, and materials and equipment, except material and equipment specified as Government-furnished, to meet the performance objectives defined in the Performance Work Statement for each subsequent task order issued.

In accordance with FAR 37.112, the Government intends to use this contract to acquire temporary contractor support services, which shall not be regarded or treated as personal services. The period of performance for all task orders shall in no event exceed one year.

The quantities of hours for each of the services specified in the Billing Rate Table are estimates only to be used solely for evaluation purposes and are not purchased by the basic contract. The Government does not warrant or in any way guarantee the accuracy of these estimated hours.

This solicitation is issued as a competitive 8(a) set-aside in accordance with the Small Business Act (15 U.S.C. 637(a)). FSC Code is R706. The NAICS Code is 561320, with a size standard of \$25.5 M.

**Questions Concerning the Solicitation:** Questions must be submitted in writing, via email, no later than **10 days after issuance of the solicitation** to [lashawn.brown@navy.mil](mailto:lashawn.brown@navy.mil). All questions will be reviewed and responded to by an amendment to the solicitation. Reference Solicitation number N68836-14-R-0096 Logistics Support Services (Japan) on all requests for clarification.

**Period of Acceptance for Offers:** Contractors agree to hold their prices firm for a period of 90 days. Award is anticipated on or around **1 January 2015**.

#### **(m) ADDITIONAL INSTRUCTIONS FOR THE SUBMISSION OF PROPOSALS**

The Government reserves the right to make award solely on initial proposals received. Contractors bear the burden of ensuring that all portions of the offer (and any authorized amendments) reach the designated office before the deadline specified in the solicitation. Proposals for the services to be provided shall be submitted by US Mail,

Commercial Express Service, or hand-carried to one of the following addresses below no later than the date and time specified in block #8 page one (1) of the solicitation. Faxed or emailed proposals will not be accepted. Late submissions will also not be accepted.

**US MAIL**

Naval Supply Systems Command  
Fleet Logistics Center Jacksonville  
Attention: LaShawn Brown (904) 542-0631  
P.O. BOX 97  
Jacksonville, FL 32212-0097

**COMMERCIAL EXPRESS SERVICE (FEDEX/UPS) OR HAND-CARRIED**

Naval Supply Systems Command  
Fleet Logistics Center Jacksonville  
Attention: LaShawn Brown (904) 542-0631  
BLDG 110 3<sup>RD</sup> Floor  
Jacksonville, FL 32212

**PREPARATION OF PROPOSALS**

- a. Contractors are required to submit, by the specified solicitation closing date and time, their original proposal with copies, divided into three (3) volumes as indicated below.

<b>PART</b>	<b>CONTENT</b>	<b>BINDER</b>	<b>PAGE LIMITATIONS</b>	<b>NUMBER OF COPIES</b>
<b>Executive Summary</b>	Letter of Transmittal and Executive Summary	NA	3 pages	Original paper
<b>VOLUME I</b>	Technical Acceptability	3-Ring	50 pages Single-Spaced, Single Sided, 12 Font, 8 ½ x 11 paper	Original paper + 1 CD ROM
<b>VOLUME II</b>	Past Performance	3-Ring	10 pages Single Spaced, Single Sided, 12 Font, 8 ½ x 11 paper	Original paper + 1 CD ROM
<b>VOLUME III</b>	RFP and Price Proposal	3-Ring	N/A	Original paper + 1 CD ROM

- b. The Contracting Officer will not evaluate any pages in excess of the specified limits. Charts, graphs, and tables will count towards the maximum page limitations. Electronic copies shall be submitted on CD ROM in a format compatible with Microsoft Office products. Failure to meet a mandatory or minimum requirement of the RFP may result in an unacceptable rating. If any reference to documentation is made by the offeror such documentation shall be cited at the page, section, and paragraph level. The cited offeror documentation shall be included in the proposal and counts against the page count. "Any reference to documentation" are documents cited in your proposal that were not required in the RFP.

- c. In addition to instructions to Contractors contained elsewhere in this solicitation, the following elements of the proposal, including specific instructions for its organization and content, are provided as follows:



**LETTER OF TRANSMITTAL AND EXECUTIVE SUMMARY:** This section shall not exceed three (3) pages. It shall include the offeror's Letter of Transmittal, along with a brief summary of the offeror's capability to accomplish the requirements of the contract. Provide the name, title, email address, and telephone number of the individual(s) responsible for inquiries to the Proposal. Also include Cage Code, DUNS number, Federal Tax ID number and business size.

**VOLUME I: TECHNICAL ACCEPTABILITY (50 Pages Maximum). Pricing information shall not be contained in this section.**

**VOLUME II: PAST PERFORMANCE (10 Pages Maximum).**

**VOLUME III: RFP AND PRICE PROPOSAL:** There is no page limit on the price proposal. However, the price proposal is to be strictly limited to price information and the completed solicitation document. In addition to the prices on the CLINs and subCLINs, the Billing Rate Table shall be completed and provided as part of the proposal in Excel format.

Proposals shall contain only UNCLASSIFIED information. Offers shall be signed by a responsible officer representing the company who submitted the proposal. If any section of the proposal was not prepared by the individual who signs the proposal as described in the aforementioned sentence, identify the person's name, employment capacity, the name of the person's firm, the relationship of that firm to the offeror, and the portion of the proposal in which the person participated.

## **PROPOSAL FORMAT**

a. This section specifies the format the Contractors shall use in proposal submissions. The intent is not to restrict the Contractors in how they will perform their proposed work, but rather to ensure a certain degree of uniformity in the format of the proposals for evaluation purposes.

b. Each volume should contain the following items in addition to the information required by this solicitation:

Cover:	The cover should indicate the following:
	Title of the proposal
	Volume number (I, II or III)
	Solicitation number
	Name and address of offeror
	Identification of original signature copies

Table of Contents: The table of contents should provide sufficient detail as to allow the important elements to be easily located. The use of tabs and dividers is encouraged.

c. Requirements for Style: The proposal shall clearly and concisely set forth the contractor's response to the requirements of the solicitation. Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of understanding of the solicitation requirements. Elaborate artwork and expensive visuals or other presentation aids are neither necessary nor desired.

The offeror shall include the legend, "Source Selection Information - See FAR 2.101 and 3.104" in the header/footer margins (top or bottom) for each volume. However, no other text or logos may appear in the margins; page numbers are acceptable.

Use Font style "Courier" or "Times New Roman" font size 12. Print one-side, single spaced. Page limitations shall include any chart(s), diagram(s), foldouts and/or graphic(s).

## **PROPOSAL CONTENT**

**VOLUME I: TECHNICAL ACCEPTABILITY:** Contractors shall demonstrate an understanding of the solicitation requirements by describing, in detail, their approach and plan to perform and manage the work specifically required by the Performance Work Statement (PWS). The technical approach must identify the methodology and analytical techniques the offeror will use to fulfill the PWS requirements; including a specific management plan.

The technical proposal will be evaluated first. Each sub-factor will be evaluated independently. An unacceptable rating will render the entire technical proposal unacceptable and render the offer ineligible for award unless discussions are held and an opportunity is afforded the offeror to submit a revised technical proposal. Only a technically acceptable Offeror may receive award.

**VOLUME II: PAST PERFORMANCE:** Past performance information considered by the Government for the offeror's performance as a prime Contractor and/or subcontractor and the performance of its key management personnel may include the following areas: Quality of products or services, Cost Control, Timeliness, Business Relationships, Customer Satisfaction and Key Personnel.

In their proposals, Contractors shall provide information (Name of company, contract number, contract type, contract amount, contract period of performance, description of service and points of contact with telephone numbers) on three (3) previous Government contracts whose effort was relevant to the effort required by this solicitation. The contracts provided shall have been performed within the last three (3) years from the closing date of the solicitation and be at least 75% completed. If the offeror has not had three (3) Government contracts within the last three (3) years, information on relevant subcontracts and/or commercial contracts may be submitted instead (the information must be clear whether the work by the offeror was done as a prime contractor or a subcontractor). Contractors who describe similar contracts and subcontracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the RFP. For each of the three contracts provided as a reference, the offeror shall provide all of the information specified in this paragraph.

In addition to the information requested above, Contractors shall send a Past Performance Customer Evaluation Survey (Section SF 1449 – Continuation Sheet) to each of the references it listed in their proposal. This survey will be filled out by the offeror's references and submitted directly to the Contracting Officer. The Government may consider questionnaires received after the due date of the solicitation. The Government reserves the right to contact references for verification or additional information.

**VOLUME III: RFP AND PRICE PROPOSAL:** The offeror must indicate all assumptions (if any), conditions, and exceptions upon which the technical and price proposal are based. The offeror must state in its price proposal any exceptions taken to the terms and conditions of the solicitation. For each exception, the offeror must clearly identify the term or condition, state the reason for the exception, and provide any other information concerning the exception. The Government reserves the right to reject any exceptions to this solicitation that are determined not to be in the best interest of the Government.

**Amendments [If Applicable]**

Amendments will be provided in writing through the same venue from which the Request for Proposal (RFP) was furnished. The Contractor should be aware that if proposal submission is made PRIOR to an amendment, they must RESUBMIT their proposal. It is the Contractor's responsibility to ensure their proposals are submitted under the correct RFP.

This volume shall include the entire completed solicitation document and all pricing information filled out and all representations and certifications filled in. When filling out the pricing information on the line items and Billing Rate Table, be sure to include the unit price, and the extended price (total price for the period of performance).

This volume shall also include signed copies of any and all amendments to the solicitation.

**PROPOSALS SUBMITTED IN RESPONSE TO THIS SOLICITATION WILL BE VALID FOR AT LEAST 90 DAYS AFTER THE CLOSING DATE OF THIS SOLICITATION.**

(End of provision)

**52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)**

(a) The Government will award a contract resulting from this solicitation to the responsible Contractor whose offer conforming to the solicitation will be the lowest price technically acceptable. Non-price factors will be evaluated on an acceptable or unacceptable basis. To be considered technically acceptable, a proposal must receive a rating of “acceptable” for **each** non-price factor. The Government shall choose the lowest priced, responsive, with satisfactory performance, and technically acceptable offer for award.

**(b) EVALUATION OF OFFERS**

**FACTOR 1 – Technical Acceptance**

**FACTOR 2 – Past Performance**

**FACTOR 3 - Price**

**FACTOR 1 - Evaluation of Technical Acceptability.** The Government will evaluate Technical proposals on the basis of subfactor 1, Technical Approach and Capability and subfactor 2, Management/Quality Control Plan. For evaluation purposes, an “Acceptable” or “Unacceptable” rating will be assigned to each sub-factor as described in the table below.

**For a technical proposal to be “Acceptable,” all sub-factors shall be “Acceptable.”**

**Table A-1. Technical Acceptable/Unacceptable Ratings**

<b>Technical Acceptable/Unacceptable Ratings</b>	
<b>Rating</b>	<b>Description</b>
Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

**SubFactor 1: Technical Acceptability:**

**Sub-factor 1: Technical Approach and Capability**

The Contractor shall describe their technical approach and capabilities in meeting the requirements set forth in the Performance Work Statement (PWS). The Contractor must provide a comprehensive and detailed approach to staffing the contract. In order to be determined technically acceptable, the Technical Approach and Capability must satisfactorily address staffing and schedule requirements. The Contractor must adequately demonstrate that the Contractor and any proposed subcontractors will be capable of providing 75% of the required staffing (in terms of labor type and quantity) at all times. The Contractor must also demonstrate the ability to perform a minimum of 50% of the contract work with its own personnel. The proposal must provide a comprehensive and detailed approach to staffing which demonstrates the capability to have staff in place at the time of individual task order award. Note: Task Orders are anticipated to be fast paced to respond quickly to the different areas within the Performance Work Statement. The proposal must clearly demonstrate the Contractor’s approach and capability to have staff in place at task order award for the various locations as needed in Japan. The proposal must show a solid and comprehensive recruitment and training plan for Contractor and subcontractor employees. The proposal must also satisfactorily demonstrate that the Contractor shall be capable of meeting the schedule, in terms of placement of Contractor

employees at the required Japan locations within the various time frames, that will be required for individual task orders. The proposal must contain enough detail so as to demonstrate a firm understanding of the PWS.

Further, technical approach and capability will be determined solely on the content and merit of the information submitted in response to the RFP. Therefore, it is incumbent on the interested party to provide sufficient technical documentation in order for the Government to make an adequate assessment of the Contractor's Technical Approach and Capability. The Contractor's Technical Approach and Capability must indicate the ability to meet or exceed all the specifications listed in the Performance Work Statement.

#### **Sub-factor 2: Management/Quality Control Plan**

The Contractor shall ensure quality service is maintained to perform services that meet the contract requirements throughout the life of the contract. Contractors, shall, therefore, prepare a Management/Quality Control Plan. The plan shall, at a minimum, discuss the Contractor's overall approach and procedures for evaluating each of the major service areas contained in the PWS to include communicating with the Government, resolving deficiencies, and identifying potential improvements to the Management Plan which shall address the Contractor's proposed organizational structure and management of the contract in order to ensure successful performance of the contract. This should include lines of responsibility, authority (supervisory chain), and communication through which the work will be performed. The Contractor must also address what role, if any, any proposed subcontractors will play, their relationship with the prime Contractor, and how their work will be managed. The plan shall also discuss internal review processes to include at a minimum: who will perform reviews and how reviews and/or inspections will be conducted (e.g. random, customer complaint, etc.).

The proposal must demonstrate that the following are adequate and effective to ensure the quality of the effort and to avoid personal services: (1) the method by which employees are tasked with work (within the scope of the delivery order), (2) the method by which the Contractor plans to communicate with Contractor and subcontractor employees on issues such as leave and time-keeping, and (3) the manner in which Contractor and subcontractor employees will interface with both the Contractor's corporate structure and with the Government.

The Contractor shall comply with all applicable DoD security regulations and procedures during the performance of this contract. Contractor will be required to provide clearances for personnel access to Government computer and workstation. Contractor's Management/Quality Control Plan shall demonstrate their ability to obtain up to a Secret clearance level should a Secret clearance be required at the task order level. The plan shall include Contractor's cognizant security office information (Name, Address and Zip Code).

#### **FACTOR 2 - Past Performance:**

Contractors shall include reference information, as indicated, in their proposals. Contractors shall provide information (Name of company, contract number, contract type, contract amount, contract period of performance and description of service) on three (3) previous Government contracts whose effort was relevant to the effort required by this solicitation. The contracts provided shall have been performed within the last three (3) years from the closing date of this solicitation and be at least 75% completed. If the Contractor has not had three (3) Government contracts within the last three (3) years, information on relevant subcontracts and/or commercial contracts may be submitted instead (the information must be clear whether the work by the Contractor was done as a prime Contractor or a subcontractor). Contractors who describe similar contracts and subcontracts shall provide a detailed explanation demonstrating the similarity of the contracts to the requirements of the RFP. For each of the three (3) contracts provided as a reference, the Contractor shall provide all of the information specified in this solicitation.

Contractors shall ensure at least three (3) Past Performance Surveys (Section SF 1449 – Continuation Sheet) involving work similar in nature to that required by this solicitation either currently being performed and/or having been completed within the past three (3) years from the closing date of this solicitation are submitted by individuals completing the questionnaire prior to the solicitation close date. If no Federal Government contract past performance is available, state or local Government contracts or commercial contract information may be supplied.

Contractors can provide other information that may be relevant in determining past performance history for the same or similar work.

The Government may verify past performance information. The Government may contact some or all of the references provided, as appropriate, and may collect information through questionnaires, telephone interviews and existing data sources to include but not limited to Contractor Performance Assessment Reporting System (CPARS) and DOD Past Performance Automated Information System (PPAIS). The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. This past performance information will be used for the evaluation of past performance. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the Contractor. The burden of providing thorough and complete past performance information remains with the Contractor.

Past Performance will be verified in the Past Performance Information Retrieval System (PPIRS) by the Contracting Officer.

The following adjectival ratings apply for past performance:

Rating	Description
Acceptable	Based on Contractor's performance record, the Government has a reasonable expectation that the Contractor shall successfully perform the required effort, or the Contractor's performance record is unknown. (See note below.)
Unacceptable	Based on Contractor's performance record, the Government has no reasonable expectation that the Contractor shall successfully perform the required effort.

**Note:** In the case of an Contractor without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Contractor may not be evaluated as favorable or as unfavorable on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the Contractor shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

### **FACTOR 3 - Price Proposal**

Pricing shall be firm-fixed and include all labor required to perform the work listed in the performance work statement. Contractors shall return a fully executed Section SF 1449 – Continuation Sheet and ensure that the net amount for each CLIN listed matches the total of the straight time and overtime for the base and each option submitted in the Billing Rate Table. The price proposal shall be submitted as a separate file and Contractors shall include the completed Billing Rate Table in the price proposal.

Evaluation of the price will include the following OTHER DIRECT COST (ODC) Expenses:

#### **OTHER DIRECT COSTS (ODC)**

Estimated NTE Amounts: Base Year \$26,780.00  
Option Year One \$28,135.07  
Option Year Two \$29,558.70  
Option Year Three \$31,054.37  
Option Year Four \$32,625.72

#### **TRAVEL**

Estimated NTE Amounts: Base Year \$72,100.00  
Option Year One \$ 75,748.26  
Option Year Two \$79,581.12  
Option Year Three \$83,607.93  
Option Year Four \$87,838.49

Failure to furnish the price proposal in accordance with the instructions above shall render the proposal unacceptable.

The Government will evaluate offers to ensure their prices are fair and reasonable. The price proposed for CLINs/SubCLINs shall establish the total estimated contract maximum for the contract period of performance, which individual task orders will be subsequently written against. The contract maximum for this contract will be the total contract award amount, which is the total value of all CLINs/SubCLINs.

The Government will evaluate offers for award purposes by adding the Total Estimated Amount for each Contract Year (base and options) proposed, to arrive at the Total Estimated Contract Amount. The Government will evaluate offers for award purposes by adding the total price for all options, including the potential six months option period available under FAR 52.217-8, to the total price for the basic requirement. The pricing used for the option under FAR 52.217-8 will be based on one-half of the previous option year pricing.

Contractor's proposed pricing will be evaluated based upon the priced CLINs/SubCLINs as provided in FAR Clause 52.212-2. Price will not be assigned an adjectival rating but will be evaluated for completeness and reasonableness.

1. Completeness: All price information/data required in the RFP has been submitted. For all items in the schedule, the unit price has been multiplied by the quantity for each line item for the base and all option years. All CLINs/SubCLINs as stated in the solicitation shall be priced.

2. Reasonableness: Price is fully justified and supported and is considered fair under current market conditions, reasonable for the effort proposed and reasonable to the Government. Other than cost or pricing information received may be used to determine price reasonableness and unbalanced pricing in accordance with FAR 15.404. Reasonableness may also be determined by comparing the proposed pricing with Government estimates and/or other offers received. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques. An offer may be rejected if the contracting officer determines that the lack of balance proposes an unacceptable risk to the Government. In accordance with FAR 15.404-1(g)(2), price analysis will be conducted on the individual CLIN/SubCLIN to determine whether unbalanced pricing has occurred.

(b) The Government reserves the right to award a contract on the basis on initial offers received without discussions. Therefore, each initial offer should contain the Contractor's best terms to provide the best possible service and product to the Government.

(c) A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful Contractor within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the proposal's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are clarifications or discussions after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

#### 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2013) ALTERNATE I (APR 2011)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

"Manufactured end product" means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern—



(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.  
 "Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

(Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.)

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ☐ ballot] is, [ ☐ ballot] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [ ☐ ballot] is, [ ☐ ballot] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ☐ ballot] is, [ ☐ ballot] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ☐ ) is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

---

(10) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ☐ ) is, ( ☐ ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(11) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ☐ ) is, ( ☐ ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search Database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ☐ ) has, ( ☐ ) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:  .)

(12) Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(10) of this provision. (The offeror shall check the category in which its ownership falls):

☐ Black American.

☐ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246—

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( \_\_\_ ) has, ( \_\_\_ ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( \_\_\_ ) has, ( \_\_\_ ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It ( \_\_\_ ) has developed and has on file, ( \_\_\_ ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( \_\_\_ ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Supplies.”

## (2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

(List as necessary)

## (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act-Free Trade Agreements-Israeli Trade Act.”

(ii) ) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

## Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

\_\_\_\_\_

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

(4) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.:	Country of Origin:
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ( \_\_\_ ) Are, ( \_\_\_ ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( \_\_\_ ) Have, ( \_\_\_ ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining,

attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ( ☐ ) Are, ( ☐ ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ ☐ ballot] Have, [ ☐ ballot] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). (The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:
—	—



—	—
—	—

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ☐ ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ☐ ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ( ☐ ) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ( ☐ ) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

( ☐ ) (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ( ☐ ) does ( ☐ ) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

( ☐ ) (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ( ☐ ) does ( ☐ ) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

( ☐ ) TIN: -----.

( ☐ ) TIN has been applied for.

( ☐ ) TIN is not required because:

( ☐ ) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

( ☐ ) Offeror is an agency or instrumentality of a foreign government;

( ☐ ) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

( ☐ ) Sole proprietorship;

( ☐ ) Partnership;

- ( \_\_\_\_ ) Corporate entity (not tax-exempt);
- ( \_\_\_\_ ) Corporate entity (tax-exempt);
- ( \_\_\_\_ ) Government entity (Federal, State, or local);
- ( \_\_\_\_ ) Foreign government;
- ( \_\_\_\_ ) International organization per 26 CFR 1.6049-4;
- ( \_\_\_\_ ) Other -----.

(5) Common parent.

( \_\_\_\_ ) Offeror is not owned or controlled by a common parent;

( \_\_\_\_ ) Name and TIN of common parent:

Name \_\_\_\_ .

TIN - \_\_\_\_ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sbn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

  X   Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

  X   (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

  X   (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

       (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

  X   (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

       (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

  X   (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

  X   (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

\_\_\_\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_\_ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (11) [Reserved]

\_\_\_\_ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_\_ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

  X   (14) 52.219-8, Utilization of Small Business Concerns (July 2013) (15 U.S.C. 637(d)(2) and (3)).

\_\_\_\_ (15)(i) 52.219-9, Small Business Subcontracting Plan (July 2013) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.

\_\_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.

\_\_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.

(16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

  X   (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

\_\_\_\_ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_\_ (ii) Alternate I (June 2003) of 52.219-23.

\_\_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (July 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

\_\_\_\_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).

\_\_\_\_ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

\_\_\_\_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

\_\_\_\_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

\_\_\_\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

\_\_\_\_ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

\_\_\_\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_X\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

\_X\_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_\_ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (NOV 2012) of 52.225-3.

\_X\_ (41) 52.225-5, Trade Agreements (Sep 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_X\_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_\_ (43) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

\_\_\_\_ (45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (46) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_X\_ (48) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (49) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

\_\_\_\_ (50) 52.232-36, Payment by Third Party (July 2013) (31 U.S.C. 3332).

\_X\_ (51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (52)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

\_\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

\_\_\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

\_\_\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

\_\_\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

\_\_\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—



(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

The Government contemplates award of a Hybrid ID/IQ contract with FFP and Cost type CLINs resulting from this solicitation.

(End of provision)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$3,000.00** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$1,000,000.00** (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of **\$1,000,000.00** (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within **5** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **3** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed

during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the final completion date of task orders issued under this contract.

(End of clause)

#### 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

#### 52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Fleet Logistics Center Jacksonville the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance

notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Fleet Logistics Center Jacksonville Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Fleet Logistics Center Jacksonville.

#### 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The 8(a) Contractor will notify the Fleet Logistics Center Jacksonville Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

## 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

## 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**Bethany Germann  
PO Box 97  
Bldg. 110 Yorktown Avenue  
Jacksonville, FL 32212**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of clause)

## 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2013)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(iii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(vi) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

\_\_\_\_ (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

\_\_\_\_ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

\_\_\_\_ (iii) 252.225-7020, Trade Agreements Certificate.

\_\_\_\_ Use with Alternate I.

\_\_\_\_ (iv) 252.225-7022, Trade Agreements Certificate--Inclusion of Iraqi End Products.

\_\_\_\_ (v) 252.225-7031, Secondary Arab Boycott of Israel.

\_\_\_\_ (vi) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

\_\_\_\_ Use with Alternate I.

\_\_\_\_ Use with Alternate II.

\_\_\_\_ Use with Alternate III.

\_\_\_\_ Use with Alternate IV.

\_\_\_\_ Use with Alternate V.

\_\_\_\_ (vii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this

offer by reference (see FAR 4.1201); except for the changes identified below \_\_\_\_ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

**252.209-7994 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-O0004) (OCTOBER 2013)**

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [ \_\_\_\_ ] is not [ \_\_\_\_ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**252.216-7006 ORDERING (MAY 2011)**

(a) Ordering: Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders on DD Form 1449 by a warranted Department of Navy/Marine Corps Contracting Officer or Ordering Officer subject to the further information contained herein. The contracting officer issuing a task order is

designated the ordering officer for purposes of this document. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any Order.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

#### Requirement Specific Information:

The task orders under this contract will be solicited, awarded, and administered by a NAVSUP, Fleet Logistics Center Contracting Officer. The Contracting Officer and the Contracting Officer's Representative (COR) will be responsible for all duties associated with the foregoing including, but not limited to, resolving issues regarding the solicitation, evaluation and award of a task order, inspection and acceptance, taking appropriate action in accordance with the contract terms for nonconforming services, terminations for cause, terminations for convenience, and resolution of all disputes including the issuance of Contracting Officer Final Decisions. In the event of a dispute pertaining to the terms and conditions of the contract rather than the terms and conditions of a particular Task Order, the matter shall be referred to the Cognizant Contracting Officer for the contract, at Fleet Logistics Center Jacksonville Contracting Department.

Task orders will be placed electronically, as identified below:

<http://eda.ogden.disa.mil>

The Performance Work Statement contains brief descriptions of the type of work required and the labor categories covered by this contract. Task Orders issued will contain a Performance Based Statement of Work that will detail specific tasks to be performed. These Task Orders will be Performance-Based to the maximum extent possible. The Contractor shall provide all supervision and support necessary to perform the tasks ordered. Task orders issued hereunder will contain Firm Fixed Priced and/or Cost type CLINs. The basic period of performance contained in the RFP and resulting order will not exceed one year. Additionally, any options included in the RFP and resulting order will not have periods of performance exceeding one year.

(End of Clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.



(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

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(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

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(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\* **TO BE COMPLETED AT TIME OF AWARD**

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	

Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

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(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

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(Contracting Officer: Insert applicable information or “Not applicable.”)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

#### 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

**5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)**

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

**APPLICABILITY**

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

**ACCESS TO FEDERAL FACILITIES**

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command’s Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual’s performance under the contract.

**ACCESS TO DOD IT SYSTEMS**

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity’s Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

#### **INTERIM ACCESS**

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

#### **DENIAL OR TERMINATION OF ACCESS**

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

#### **CONTRACTOR'S SECURITY REPRESENTATIVE**

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

#### **BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES**

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLIC

consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

#### **BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES**

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

\* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

#### **5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

**NAME: BETHANY GERMANN**

**ADDRESS: PO BOX 97, 110 YORKTOWN AVENUE, JACKSONVILLE, FL 32212**

**TELEPHONE: (904) 542-0927**

(End of Clause)

#### **STATUS OF FORCES AGREEMENT JPN**

##### **CONTRACTS TO BE PERFORMED IN JAPAN**

The Status of Forces Agreement between the United States and Japan (SOFA) governs the rights and obligations of the United States armed forces in Japan. Unless a contractor is present in Japan solely to perform under a contract with the United States for the sole benefit of the United States armed forces in Japan and is accorded privileges under SOFA Article XIV, it and its employees shall be subject to all the laws and regulations of Japan, including the US-Japan SOFA. Certain contractor employees and their dependents not accorded privileges under SOFA Article

XIV may be accorded status under SOFA Article I (b) with potential eligibility for logistic support. Dependents of contractors or of contractor employees who receive SOFA Article XIV status do not receive SOFA status under SOFA Article XIV or SOFA Article I (b) based on their status as dependents. The Contractor shall comply with the instruction of the Contracting Officer concerning the entry of its employees, equipment, and supplies into Japan, and shall comply with all applicable Japanese laws and regulations as well United States Forces, Japan (USFJ) and USFJ component policies and regulations during the performance of this contract.

#### **SOFA ARTICLE XIV STATUS**

(a) Awardee may apply for Article XIV status under the United States – Japan Status of Forces Agreement (SOFA). Offers shall be prepared based on the assumption that SOFA Article XIV status will be granted by Government in consultation with the Government of Japan. If the Government determines that Awardee does not qualify for SOFA Article XIV status or that SOFA Article XIV status is otherwise inappropriate, an equitable adjustment shall be made to the cost/price and other appropriate terms of the contract. Persons, including corporations organized under the laws of the United States, and their employees who are ordinarily resident in the United States and whose presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States armed forces may acquire privileged status under SOFA Article XIV. Such contractors and contractor employees are eligible for agency privileges and benefits under the SOFA but otherwise remain subject to the laws and regulations of Japan. Neither SOFA Article XIV nor SOFA Article I (b) status and privileges extend to dependents of SOFA Article XIV contractors or contractor employees.

(b) Procedures.

(1) Formal application for SOFA Article XIV status shall be made to HQ USFJ only after the contract has been awarded and the contractor's place of operation in Japan has been determined.

(2) A contractor seeking SOFA Article XIV status for itself and its employees shall submit the following to the Contracting Officer as part of its offer: (i) Proof that the contractor is a person ordinarily resident in the United States or a corporation organized under the laws of the United States and that its presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States armed forces; and (ii) Proof that the contractor's employees are persons ordinarily resident in the United States and that their presence in Japan is solely for the purpose of performing work under contracts with the United States for the benefit of the United States armed forces.

(3) The Contracting Officer shall make the initial determination whether the contractor qualifies for SOFA Article XIV status. Upon a determination of qualification, the Contracting Officer shall forward a request for designation through component channels to Commander, United States Forces, Japan, ATTN: USFJ/J5, Unit 5068, APO AP 96328. The request shall include the items requested in subparagraph (b)(2), a full explanation of the necessity of using a United States contractor, and relevant documentation. See USFJ Instruction 64-102 for further details.

(4) HQ USFJ shall make the final determination on the contractor's SOFA Article XIV status upon consultation with the Government of Japan.

(5) Upon receipt of HQ USFJ approval, the Contracting Officer shall issue Letters of Identification indicating SOFA Article XIV status has been granted to the contractor and contractor employees.

(6) Once a contractor has been designated under SOFA Article XIV, it is not necessary that it be re-designated if a follow-on contract is awarded to that contractor; provided the new contract does not involve a material change from the work under which the SOFA Article XIV designation was originally granted and there is no significant delay between completion of the existing contract and initiation of performance under the follow-on contract.

(c) SOFA Article XIV privileges and benefits. In accordance with SOFA Article XIV, paragraphs 3 through 8, upon certification by appropriate United States authorities as to their identity, such persons and their employees shall be accorded the following benefits of the SOFA. Note: Privileges and benefits afforded under SOFA Article XIV do not extend to dependents/family members.

(1) Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;

(2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;

- (3) Exemption from customs duties and other such charges on furniture and household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices as provided for in SOFA Article XI, paragraph 3;
- (4) If authorized by the installation commander or designee, the right to use Navy exchanges, post exchanges, base exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV;
- (5) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in SOFA Article XIX, paragraph 2;
- (6) The use of postal facilities as provided for in SOFA Article XXI;
- (7) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment except that such exemption shall not apply to the employment of local nationals in Japan;
- (8) Exemption from taxes and similar charges of Japan on depreciable assets except houses, held, used, or transferred for the execution of contracts referenced in subparagraph (a);
- (9) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan. No exemption from taxes payable for the use of roads by private vehicles is provided under SOFA Article XIV;
- (10) Exemption from income or corporation taxes of the Government of Japan or any other taxing agency in Japan on any income derived under a contract made in the United States with the Government of the United States in connection with the construction, maintenance or operation of any of the facilities or area covered by the SOFA. The provisions of this paragraph do not exempt such persons from payment of income or corporation taxes on income derived from Japanese sources;
- (11) Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

#### **SOFA ARTICLE I(b) STATUS**

(a) SOFA Article I(b) status. Individuals including, but not limited to, technical advisors, consultants, entertainers serving under contracts with the United States for the provision of services in support of U.S. armed forces in Japan, and whose presence is required in Japan to provide such services, may acquire SOFA status in Japan as part of the civilian component under Article I(b) of the SOFA. Note SOFA Article I(b) does not create a lawful status in Japan for any entity other than individuals (e.g., the corporation employing the individual). To qualify for SOFA status under SOFA Article I(b), such individuals must be:

- (1) United States nationals,
- (2) not ordinarily resident in Japan (or if ordinarily resident in Japan, receive permission from the GOJ to change status following the procedures set out in USFJI 36-2611, Changes of Status by Person in Japan to One of the Categories
- (3) present in Japan at the invitation of the United States, and solely for the purpose of executing contracts for the benefit of the United States armed forces (including Foreign Military Sales contracts), and, Authorized by the Status of Forces Agreement),
- (4) not contractors, employees of a contractor whose presence in Japan is solely for the purpose of executing contracts within the definition of SOFA Article XIV. (b) SOFA Article I(b) procedures. Contractor personnel must obtain a Letter of Identification from Contracting Officer to authorize entry into Japan under SOFA Article I(b) and to identify which Article I(b) privileges and benefits will be provided to each employee/dependent. Contractor shall, in writing, identify all contractor personnel and accompanying dependents eligible for SOFA Article I(b) status to the Contracting Officer.

c) SOFA Article I(b) privileges and benefits. Persons granted authority to enter Japan under SOFA Article I(b) and their dependents (defined as spouse, children under 21, and, if dependent for over half their support upon an



individual having SOFA Article I(b) status, parents and children over 21) shall be accorded the following benefits of the SOFA. These privileges are personal to the employee/dependent and to not inure to the employer.

- (1) Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;
- (2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;
- (3) Acceptance as valid by Japan, without a driving test or fee, a U.S. Forces, Japan Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation;
- (4) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States armed forces furniture, household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices as provided for in SOFA Article XI, paragraphs 2 and 3;
- (5) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in SOFA Article XII, paragraph 7, except that such exemption shall not apply to the employment of local nationals in Japan;
- (6) Exemption from Japanese taxes to the Government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States armed forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources;
- (7) If authorized by the installation commander or designee, the right to use Navy exchanges, post exchanges, base exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV;
- (8) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in SOFA Article XIX, paragraph 2;
- (9) The use of postal facilities as provided for in SOFA Article XXI;
- (10) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.
- (11) Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

## **LOGISTIC SUPPORT**

Contractor (if awarded Article XIV status), contractor personnel, and in the case of contractor personnel granted SOFA Article I(b) status, dependents, shall, subject to availability as determined by the installation commander or designee, be provided logistic support including, but not limited to, the items below:

- (a) Navy, Base or Post Exchange, exchange service stations, theaters, and commissary (Article I(b) personnel/dependents and Article XIV personnel only);
- (b) Laundry and dry cleaning;
- (c) Military banking facilities (Article I(b) personnel/dependents and Article XIV personnel only);
- (d) Transient billeting facilities;
- (e) Open mess (club) membership, as determined by each respective club (Article I(b) personnel/dependents and Article XIV personnel only);
- (f) Casualty assistance (mortuary services) on a reimbursable basis;

(g) Routine medical care on a reimbursable basis for U.S. citizens and emergency medical care on a reimbursable basis for non-U.S. citizens;

(h) Dental care, limited to relief of emergencies on a reimbursable basis;

(i) Department of Defense Dependent Schools on a space-available and tuition-paying basis;

(j) Postal support, as authorized by military postal regulations (Article I(b) personnel/dependents and Article XIV personnel only);

(k) Local recreation services on a space-available basis;

(l) Issuance of U.S. Forces, Japan Operator's Permit (Article I(b) personnel/dependents and Article XIV personnel only);

(m) Issuance of vehicle license plates (Article I(b) personnel/dependents and Article XIV personnel only).

**VI. Further Information.** Representatives of the United States Government seeking further information on the legal issues addressed in this paper may contact 5 AF/JA. Contractors and contractor personnel with questions or concerns are encouraged to contact the Government representative administering their contract. 5AF/JA may be reached at:

DSN: 315-225-7717

Commercial: 011-81-3117-55-7717

E-mail: 5af.ja@us.af.mil

#### ATTACHMENTS

JPN SOL ATTACHMENT 1	BILLING RATE TABLE
JPN SOL ATTACHMENT 2	TYPE OF SHIPS
JPN SOL ATTACHMENT 3	MONTHLY REPORT WORKSHEETS
JPN SOL ATTACHMENT 4	PAST PERFORMANCE SURVEY

**NOTE: ATTACHMENTS WILL BE UPLOADED AS INDIVIDUAL DOCUMENTS**

#### FREEDOM OF INFORMATION ACT

##### UNIT PRICES

Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the contractor submitter. If the Contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as a public record under the Freedom of Information Act.

#### INCUMBENT'S INFORMATION

ALUTIIQ PACIFIC, LLC  
3909 ARTIC BLVD STE 400  
ANCHORAGE, AK 99503-5710

CONTRACT NUMBER: N68836-12-D-0002

#### HISTORICAL INFORMATION

##### FY13 SHIP TYPE TOTALS

LOCATION	TOTAL # OF SHIPS	LARGE SHIPS	SMALL SHIPS	SUBS	CASES
YOKOSUKA	210	50	151	9	214,025
SASEBO	157	76	73	8	86,410

This data is provided merely for informational purposes only and is the actual data for FY13. Future quantities cannot be estimated with a reliable degree of certainty. This data pertains to CLINs 0002, 1002, 2002, 3002 and 4002 and their subCLINs.